

2.2(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

2.3(5) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission (IL-CC), Michigan Public Service Commission ("PSC"), and Public Service Commission of Wisconsin ("PSC").

~~(1) Addition of language—Section II, D:~~

~~CLEC may convert current SWBT end users and SWBT or any reseller of SWBT local service may convert current CLEC end users with existing term, volume, termination liability or any customer specific pricing (CSP) contracts (Existing Contracts) in the state of Texas with the current Local Service Provider (LEC) reciprocally with the parties having the following responsibilities:~~

Responsibilities of CLEC:

~~CLEC will assume in writing the balance of the terms, including volume, term and termination liability in such Existing Contract on with a current retail or resold SWBT end user at the time of conversion. CLEC may resell the Existing Contract initially at the wholesale discount herein, subject to true up discount, any alteration in termination liability, ultimately approved and alteration in termination liability in Docket 17759, and any appeals thereof. Correspondingly, CLEC will not charge their end user termination liability when Existing Contracts, including term, term liability, volume or CSP pricing existing between CLEC and end user and the account is converted to SWBT or any other LEC reselling SWBT local service.~~

Responsibilities of SWBT:

~~SWBT will not charge the end user termination liability when Existing Contracts are converted to CLEC for resale, subject to any alteration in termination liability ultimately approved in Docket 17759 and any appeals thereof. Correspondingly, SWBT or other LEC will assume in writing the balance of the terms, termination liability, volume or CSP pricing in Existing Contracts when a current CLEC end user is converted to SWBT or other reseller of SWBT local service.~~

CSP Contract Wholesale Discount:

CSA non-tariffed with SWBT OS/DA	5.62%
CSA non-tariffed without SWBT OS/DA	7.68%
TCSA tariffed with SWBT OS/DA	Volume and Term
8.04%	
CSA tariffed without SWBT OS/DA	10.12%

~~(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.~~

~~(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.~~

~~(4) This Amendment shall be filed with and is subject to approval by the Public Utility Commission ("PUC") of Texas and shall become effective ten (10) days following approval by such PUC.~~

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, ~~2001~~^{10/19/98}, by ~~SWBT~~^{Ameritech} ~~Illinois, Ameritech Michigan, and Ameritech Wisconsin~~, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

~~CLEC~~ ~~CLEC~~ ~~BroadBand Office Communications, Inc.~~ ~~AmeriVoice~~

~~Telecommunications, Inc.~~

~~Southwestern Bell Telephone~~

~~Company~~ ~~SBC Telecommunications, Inc.~~

~~as agent for~~

~~Ameritech~~ ~~Illinois~~ ~~Illinois, Ameritech Michigan, and Ameritech Wisconsin~~

By: _____

By: _____

Title: _____

Title: _____

~~Vice President & General Manager~~ - _____

Industry _____

Markets _____

Name: _____

Name: _____

(Print or Type)

(Print or Type)

Date: _____

Date: _____

**On January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Board, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech ~~Illinois~~ ^{Illinois}, Ameritech Michigan, and Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between ~~BroadBand Office Communications, AmeriVoice Telecommunications, Inc. Inc.~~ and Ameritech Illinois, Ameritech Michigan, and Ameritech Wisconsin.*